

REMARKS

In the Office Action mailed February 8, 2007, the Examiner noted that claims 1, 2, 4-8 and 11-16 were pending, that claims 1, 2, 4-8, and 11-16 have been rejected. Claims 1 and 8 have been amended, no claims have been canceled, claim 19 has been added and, thus, in view of the forgoing claims 1, 2, 4-8, 11-16 and 18 remain pending for reconsideration which is requested. No new matter has been added. The Examiner's rejections are traversed below.

REJECTIONS under 35 U.S.C. § 112

Claims 1, 6, 11 and 12 stand rejected under 35 U.S.C. § 112, first paragraph, as failing to comply with the written description requirement. Page 11 lines 5-18 of the application state:

Then, the broadcasting unit 100 transmits the program information, relevant information, and sync-information management table to the receiver 200 through the network 300 and/or communication satellite 400.

The receiver 200 receives and stores these pieces of information. Then, when outputting the program information, the unit 200 refers to corresponding sync information in the sync-information management table and when outputting an object having relevant information, outputs the relevant information at the same time. Thereby, the present **system can organically combine a program and an advertisement to be broadcasted** and display a relevant advertisement at the same time when providing the program. [Emphasis added]

The application, therefore discussing that program information, advertisement information, and sync information are separately transmitted from the program which they are later organically combined with.

Withdrawal of the rejections is respectfully requested.

REJECTIONS under 35 U.S.C. § 102

Claims 8 and 16 stand rejected under 35 U.S.C. § 102(b) as anticipated by Miller et al., U.S. Patent No. 5,585,866. Miller is directed to a system for displaying a programming guide on a receiver system of a cable or satellite television unit and having a customer purchase a Pay-Per-View program. The current claims are to a method or apparatus for extracting objects from scenes of a broadcast and setting up information so that those objects may be advertised within the broadcast, when this information is used to recruit sponsors for the advertisement.

The Examiner states in the *Response to Arguments* at page 3:

Since Miller et al. discloses displaying promotional clips for a PPV event to be broadcast, and further discloses allowing the user to order the PPV event, so that

the user may watch the event at a particular future air time, the examiner interprets this functionality as the meeting the limitation of receiving "sponsor-recruiting information for recruiting a sponsor who pays for the cost of displaying an **object displayed during and as a part of the program** on a display screen displaying the program." [Emphasis added]

From the quote above, it appears that the Examiner is interpreting the **short promotional clip**, which is part of a Pay-Per-View (PPV) menu screen to be the **object displayed** as part of the program (PPV menu). If the program guide or PPV menu is the program in which the object is displayed (short promotional clip) then what is being recruited is not a person to sponsor an object within a program, but the program. That is, Miller does not provide "for recruiting a sponsor." Also, since in the PPV system discussed in Miller, an individual buys a program to watch based on the object (short promotional clip), the object becomes the program when individual watches it. If on the other hand, the Examiner is interpreting the short promotional clip as the program, then Miller fails to discuss an object within it. Therefore, Miller fails to disclose "receiving the program information about a program to be broadcast from the broadcasting unit and sponsor-recruiting information for recruiting a sponsor who pays for the cost of displaying an object displayed during and as a part of the program on a display screen displaying the program." Further, claim 8 has been amended to recite "the sponsor being a person who pays for the broadcast for the object to be displayed in and as part of a program to a third party." The amendment clarifying the term sponsor as in the claim. The Applicant continues to believe that claim 8 was allowable in the absence of the amendment, as discussed more fully above. The claim is being amended, rather, in the interest of compact prosecution only, consistent with the Patent Business Goals, and *not for any reason of patentability*.

Further, if the consumer in Miller pays for a program to watch, he or she is not the sponsor of the program, but the purchaser of the program. Merriam-Webster on-line Dictionary (<http://www.m-w.com/dictionary/sponsor>) defines sponsor as:

- 1 : one who presents a candidate for baptism or confirmation and undertakes responsibility for the person's religious education or spiritual welfare
- 2 : one who assumes responsibility for some other person or thing
- 3 : a person or an organization that pays for or plans and carries out a project or activity; *especially* : one that pays the cost of a radio or television program usually in return for advertising time during its course

It is respectfully submitted that, in hindsight, the interpretation of the word "sponsors" is overly broad in light of its dictionary meaning. Sponsor does not include someone who purchases for his or her own consumption as in Miller. Therefore, Miller does not disclose "transmitting

sponsor-designating information to the broadcasting unit for designating that the owner of the receiving unit becomes the sponsor who pays for the cost of displaying the object to said broadcasting unit."

For at least the reasons stated above, claim 8 and 16 are patentably distinguishable from Miller.

Claims 1, 2, 6, 11-14, 17 and 18 stand rejected under 35 U.S.C. § 102(e) as anticipated by Rhoads et al. U.S. Patent No. 7,050,603. Rhoads discusses the use of watermarks as pertains to objects in a video signal. As regards claims 1, 2, 11, 13 and 17, Rhoads does not disclose the "extracting an object appearing in a program which is to be broadcast so as to generate an object extraction table in accordance with the information of the time or frame and display position of the object on a screen," as recited in claim 1 for example. Rhoads discusses the extracting of an object, but not the generation of an "object extraction table." The statement that a "database looks up an action associated with watermark information extracted from content," Rhoads Column 5, lines 5-6 is not a description of a database lookup in an object extraction table, but discusses a lookup of **actions** associated with watermark information.

In the *Response to Arguments* at page 4 it is stated:

This **database is created** when a user extracts video objects from the video sequence by using an editing tool to draw boundaries around desired video objects. The encoding process records the screen location information for each object in the relevant frames and associates it with auxiliary information provided by the user (col. 8, l. 21-27, 54-61; col. 9, l. 1-18; & col. 10, l. 20-24). Rhoads et al. further **discloses that the index in the database includes different types of information** for looking up actions corresponding to the watermarks, including time or date, a frame identifier, its screen location, etc. (col. 14, l. 47-54) [Emphasis added]

It is respectfully submitted that col. 8, l. 21-27, discusses the encoding auxiliary information through out the entire video frame, not the storage of that auxiliary information in a database. Col 8, l. 54-61 discusses selecting video objects in which auxiliary information is embedded, not the storage of auxiliary information in the database. Col. 9, l. 1-18 discusses calculating object locations and alternatively storing object identifiers and corresponding screen location information throughout the video frame, not in the database. And, col. 10, l. 20-24 computes a bounding region to allow embedding of watermarks in non-transparent blocks of the bounding region (col. 10, l.30-31), not the storage of watermarks in the database. If the Office contends that the extracted object is stored in the database, it is respectfully requested, with

specificity, to provide the column and line number where it states the extracted object is stored in the database.

Further, col. 14, l. 47-54 discusses the parsing and extraction of an index from a message, not from a database as the Office Action states. (See emphasis above) Therefore, Rhoads fails to disclose "extracting an object appearing in a program which is to be broadcast so as to generate an object extraction table in accordance with the information of the time or frame and display position of the object on a screen," as recited in claim 1.

To further emphasize this distinction, claim 1 has been amended to recite "the object extraction table contains only information regarding the object within a scene." The Applicant continues to believe that claim 1 was allowable in the absence of the amendment, as discussed more fully above. The claim is being amended, rather, in the interest of compact prosecution only, consistent with the Patent Business Goals, and *not for any reason of patentability*.

Further Rhoads does not teach "generating the sponsor-recruiting information for recruiting a sponsor who pays for the cost of displaying the extracted object," as recited in claim 6. Rhoads, discusses the displaying of advertisements with actions associated therewith, but does not teach a means of recruiting a sponsor (i.e. the person paying for the advertisement).

In the *Response to Arguments* at page 7 the Examiner states:

Since the watermark is embedded in a video object within the currently viewed content, by buying or renting the currently viewed content, **the user is effectively paying for the cost of displaying that object when the content is watched again.** [Emphasis added]

It respectfully submitted that the Office is being overly broad in interpreting the meaning of sponsor to include the sponsor's customers. Under the assertion in the Office Action, in Rhoads column 19, lines 60-67, Ford is not the sponsor, but someone who buys the automobile that Ford is selling.

As Rhoads does not disclose "sponsor-recruiting information for recruiting a sponsor," it further does not teach "transmitting the program information and the sponsor-recruiting information to said receiving unit." For at least the reasons stated above, claims 1, 2, 6 and 11-14 are not anticipated by Rhoads.

Withdrawal of the rejections is respectfully requested.

REJECTIONS under 35 U.S.C. §103

Claims 7 and 15 stand rejected under 35 U.S.C. § 103(a) as being obvious over Kitsukawa et al., U.S. Patent No. 6,282,713, in view of Rhoads.

Kitsukawa at column 6, lines 54-58 states "the advertising information may be received prior to receipt of the scenes or television programs in which the identified items corresponding to the advertising information appear, in which case the advertising information is stored." As Kitsukawa does not disclose "relevant information", it does not disclose, "synchronously outputting the program information and relevant information in accordance with the stored sync information." Therefore, it is respectfully submitted that Kitsukawa or Rhoads taken alone or in combination fail disclose, teach or suggest the elements of claims 7 and 15.

Claims 4 and 5 stand rejected under 35 U.S.C. § 103(a) as being obvious over Rhoads in view of Narayan, International Publication No. WO 01/03044. As argued above, Rhoads does not disclose the elements of independent claim 1. Narayan adds nothing to Rhoads that would that would sustain a rejection for obviousness as to independent claim 1 or to the further limitations of dependent claims 4 and 5.

Withdrawal of the rejections is respectfully requested.

NEW CLAIM

Claim 19 is new. Support for claim 19 found in the Application at page 3 line 25 through page 4 line 8. The prior art failing to teach or suggest information is displayed when the object designated by a user corresponds to the display frame and display position.

SUMMARY

It is submitted that the claims satisfy the requirements of 35 U.S.C. § 112. It is also submitted that claims 1, 2, 4-8, 11-16 and 19 continue to be allowable. It is further submitted that the claims are not taught, disclosed or suggested by the prior art. The claims are therefore in a condition suitable for allowance. An early Notice of Allowance is requested.

If any further fees, other than and except for the issue fee, are necessary with respect to this paper, the U.S.P.T.O. is requested to obtain the same from deposit account number 19-3935.

Respectfully submitted,

STAAS & HALSEY LLP

Date: June 7, 2007

By: /James J. Livingston/
James J. Livingston, Jr.
Registration No. 55,394

1201 New York Ave, N.W., 7th Floor
Washington, D.C. 20005
Telephone: (202) 434-1500
Facsimile: (202) 434-1501